



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, RPP, OPT

Introduction

This is an application filed by the Tenant for a monetary order for compensation for damage or loss, an order for the Landlord to comply with the Act, Regulations or Tenancy Agreement, an order for the return of the Tenant's personal property and to obtain an order of possession.

The Tenant attended the hearing by conference call and gave undisputed testimony. The Landlord did not attend or submit any documentary evidence. The Tenant states that the Landlord was served with the notice of hearing package by Canada Post Registered Mail on July 19, 2013 and has provided a copy of the Customer Receipt Tracking number as confirmation.

At the beginning of the hearing the Tenant clarified that he wished to withdraw his request for an order of possession and a request for the Landlord to comply with the Act, regulation or tenancy agreement. As such, no further action is required for these portions of the application.

It was also clarified with the Tenant that he is amending his monetary claim for just the return of the \$372.50 security deposit and for a return of personal mail that was sent to the rental unit.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Is the Tenant entitled to an order for the return of personal property?

Background and Evidence

The Tenant states that a fixed term tenancy starting on July 1, 2013 and ending on June 30, 2014 was entered into with the Landlord as shown by the submitted copy of the signed tenancy agreement. The Tenant pre-arranged for his furniture to be moved to the rental unit at the start of the Tenancy and that he had contacted Canada Post to forward his mail to the rental unit as of July 1, 2013. The Tenant states that there was a delay moving in as the Landlord told him that the rental unit was not ready and that he would have to wait until July 15, 2013. The Tenant states that as of July 16, 2013 the Landlord informed him that he would not be able to move-in. The Tenant states that he arranged with the Landlord's agent to retrieve his personal mail that was sent to the new rental address, but that the Landlord did not comply after agreeing to return his mail. The Tenant states that all communication from the Landlord ceased at this time. The Tenant states that along with other personal mail he has confirmed that his MasterCard, Visa and Best Buy Statements were sent to the rental address. The Tenant has provided a copy of the damage deposit receipt issued by the Landlord for \$372.50 which was never returned and is still held by the Landlord. The Tenant has also provided several photographs of text messages sent between him and the Landlord arranging for the move-in and cleaning of the rental unit.

The Tenant seeks a monetary order for \$372.50 for the return of the security deposit and an order for the Landlord to return his personal mail.

Analysis

I accept the undisputed testimony of the Tenant and find that grounds have been established that the Landlord failed to return the \$372.50 security deposit to the Tenant. Although the Tenant did not occupy the rental unit it is clear based upon the undisputed evidence of the Tenant that a valid signed tenancy agreement was entered into by both parties. I find that the Landlord breached the tenancy agreement by failing to allow the Tenant to occupy the rental. The Tenant has stated that as of the date of this hearing, the Landlord has not returned the security deposit nor have they filed an application for dispute resolution to keep it. The Tenant is granted a monetary order for \$372.50. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

I also find based upon the undisputed evidence of the Landlord that the Tenant's personal mail is being held by the Landlord and must be returned. The Landlord is directed to immediately comply by returning all personal mail of the Tenant within 7 days of receiving this decision.

Conclusion

The Tenant is granted a monetary order for \$372.50.

The Tenant is granted an order for the return of personal mail.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 23, 2013

Residential Tenancy Branch

